Contract NO. 2023-ERGS-XSTL-QT-050

Km143+729 止水服务合同
Service Contract for Water stop at Km143+729

Party A: **SHANDONG LUQIAO GROUP CO. LTD**
OGRANAK BEOGRAD-Novi Beograd

Party B: **GESTRIM DOO SUBOTICA**

This Contract(NO: 2023-ERGS-XSTL-QT-050) is concluded in Subotica, between:

Party A: SHANDONG LUQIAO GROUP CO. LTD OGRANAK BEOGRAD-Novi Beograd, MB: 29508739, PIB: 112302292, Trg prijateljstva Srbije I Kine 4, 11070 Novi Beograd. Represented by Wang Yong

And

乙方/Party B: GESTRIM DOO SUBOTICA, MB: 21914843, PIB: 113695924, Bore Stankovića 34 /23, 24000 Subotica. Represented by Goran Đukarić.

为完成 Km143+729 供水管道改迁及地下通道施工，甲方委托乙方实施 Km143+729 止水服务。经友好协商，双方达成以下协议：
In order to complete the pipe relocation of water supply and construction of underpass at Km143+729, Party A entrusts Party B to carry out the service of Water stop at Km143+729. After friendly negotiation, the two parties reached the following agreement:

第 1 条 合同标的
Article 1 Subject of the Contract

1.1 工作内容：清洗清空供水管、采购及安装 DN150mm 供水管道的 George fischer 管塞及整套配件及相关工作，以及为完成本合同下工作的必要安全措施、临时措施。
1.1 Work description: Cleaning and emptying water supply pipes, purchasing and installing George fischer pipe plugs and complete sets of accessories for DN150mm water supply pipes and related work. As well as all the necessary safety measures and temporary measures to complete the work under this contract.

第 3 条 服务期限
Article 3 Service Deadline

3.1 完成本合同下所有工作的截止日期为 2023 年 11 月 12 日。
3.1 The deadline for completion of all work under this contract is November 11, 2023.

第 4 条 服务价格
Article 4 Price for Service

4.1 不含增值税合同总价为 1,390.00 欧元（大写：壹仟叁佰玖拾欧元），增值税应根据塞尔维亚增值税法计算。
4.1 The total contract price is 1,390.00 EURO (In words: One Thousand Three Hundred Ninety euros) without VAT. The VAT shall be calculated in accordance with the Serbian VAT Law.

4.2 本合同价格是固定不变的，合同价格包含完成本工作的全部费用，包括设备材料费、人工费、运输费、燃油费、利润、其他税费等与完成此项工作有关的全部费用。
4.2 The contract price is fixed and includes all costs for completing the work, including equipment and material costs, labor costs, transportation costs, fuel costs, profits, other taxes and other costs related to the completion of this work.

第 5 条 付款
Article 5 Payment

5.1 付款：全部工作完成且双方签字支付证书后，甲方在 30 日内支付合同金额的 100%。

乙方有义务按照塞尔维亚相关工程的专业规则，提交 MAR、RIA、施工日志、计量书、竣工图等相关技术文件。
5.1 Payment: After all work is completed and both parties sign the Payment Certificate, Party A shall pay 100% of the contract amount within 30 days. Party B is obliged to submit MAR, RIA, construction logs, measurement books, as-built drawings and other relevant technical documents in accordance with the professional rules of Serbian related projects.

第 6 条 甲方权利和义务
Article 6 Rights and Obligations of Party A

6.1 为如期、安全、高质量的完成本工作，甲方有权在工作中对工作进度，材料和设备质量，安全施工情况等方面进行监督检查，并督促乙方纠正自身对完成本工作不利的错误行为（若有）。
6.1 In order to complete the work on schedule, safely and with high quality, Party A has the right to supervise and inspect the work progress, the quality of materials and equipment, and the Construction safety situation, And urge Party B to correct its own wrong behavior (if any) that is not conducive to the completion of this work.

6.2 甲方有义务按照本合同规定，及时且全额向乙方付款。
6.2 Party A is obliged to pay Party B in full and in a timely manner in accordance with this contract.

第 7 条 乙方权利和义务
Article 7 Rights and Obligations of Party B

7.1 为如期完成本工作，乙方有义务投入足够的人员及必要的工作设备执行本工作。
7.1 In order to complete this work on schedule, Party B is obliged to invest enough personnel and necessary working equipment to perform this work.

7.2 乙方有义务将甲方的利益视为自己的利益并采取相应的行动，包括向甲方提供专业且合理的建议、意见或提醒等。
7.2 Party B is obliged to regard Party A's interests as its own and take corresponding actions, including providing professional and reasonable suggestions, opinions or remarks, etc.

7.3 乙方有义务在此项工作实施过程中自费为其员工采取并实施一切必要的健康和安全措施；除此之外，执行工作期间若发生任何安全事故，其安全事故责任及导致的损失等后果由乙方承担。
7.3 Party B is obliged to take and implement all necessary health and safety measures for its employees at its own expense during the execution of this work; In addition, if any safety accident occurs during the execution of the work, the responsibility for the safety accident and the resulting losses shall be borne by Party B.

7.4 乙方应对甲方、投资者或第三方造成的任何损害负责（若为乙方原因导致）。损坏费用由乙方承担。
7.4 Party B is responsible for any damage (If it is caused by Party B) caused to the Part A, Investor or third parties. The costs of damage shall be borne by the Part B.

第 8 条 其他
Article 8 Miscellaneous Agreement

8.1 工作执行期间如甲方更改或更新方案，在不增加工作范围，不违反法律规定的情况下，乙方应无条件配合甲方，以便项目计划方案能够更好地完成。

8.1 During the execution of the work, if Party A changes or updates the plan, without increasing the scope of work or violating the law, Party B shall cooperate with Party A unconditionally so that the project plan can be better completed.

8.2 对于本合同未提供的所有内容，将适用《规划和建设法》，《义务法》，《建筑特殊规定》以及其他规范该领域的法律规定。
8.2 For everything that is not provided by this contract, the provisions of the Law on Planning and Construction, the Law on Obligations, Special Customs on Construction and other legal regulations that regulate this area, will apply.

8.3 本合同及其附件应视为双方的完整协议，经双方签字盖章后生效，并在本合同所有条款履行完毕之日前有效。 双方均有权通过友好协商提前解除合同。双方同意一切争议应通过协商解决，如协商不成，由苏博蒂察商事法庭解决。
8.3 This contract and its appendices shall be regarded as the complete agreement of both parties, and shall come into effect after being signed and sealed by both parties, and until to the day all the provisions in the contract have been performed. Both parties shall be entitled to terminate the contract in advance through amicable negotiation. Both parties agree that all disputes shall be resolved by negotiations, in case dispute fails to be settled, it shall be resolved by the Commercial Court in Subotica.

8.4 本合同以中文、英语编写。若语言之间有任何差异，英语具有优先解释权。
8.4 This contract is written in Chinese and English. If there is any difference between languages, English has the priority of interpretation.

8.5 本合同一式四份，双方各执两份。每份合同具有相同法律效力。
8.5 The Contract is made in 4 (four) copies, of which each contracting party received two copies. Each duly signed copy of this contract produces equal legal effect.

附件：工作范围描述
Appendix: Work Description

Party A: SHANDONG LUQIAO GROUP CO. LTD OGRANAK BEOGRAD-Novi Beograd	Party B: GESTRIM DOO SUBOTICA
Signature and seal:	Signature and seal:
Wang Yong	Goran Đ ukarić
Date：	Date：

附件：工作范围描述

Appendix: Work Description

No.	Work Description		
1	Mašinsko ručni iskop rova - shandong's obligation	Mechanical manual excavation of the trench- shandong's obligation	机械及人工挖掘沟槽 - 山东的义务
2	Pražnjenje cevovoda nakon isecanja muljnim pumpama uz rad agregata	Emptying the pipeline after cutting with mud pumps while the unit is running.	管道运行时，截断并清理清空管道
3	Nabavka i ugradnja fazonskih komada za blokadu cevovoda : E-Multijonit DN150 - "George fischer" Pljosnati zatvarač DN150 "VAG" Slepa prirubnica DN150 Vijci i dihtunci i pomoćni materijal	Procurement and installation of shaped pieces for blocking pipelines: E-Multijonit DN150 - "George fischer" Flat valve DN150 "VAG" Blind flange DN150 Bolts and gaskets and auxiliary material	采购和安装用于堵塞管道的异型件：E-Multijonit DN150 - "George fischer" 平板阀 DN150"VAG" 盲板法兰 DN150 螺栓和垫片及辅助材料
4	Razupiranje čvorišta na mestu blokade, pobijanjem u zemlju metalnih profila ili gredica uz pomoć bagera. - shandong's obligation	Disruption of the hub at the point of blockage, by driving metal profiles or billets into the ground with the help of an excavator. - shandong's obligation	在挖掘机的帮助下将金属型材或钢坯打入地下，从而破坏堵塞点处的连接处- 山东的义务

山东省路桥集团有限公司匈塞铁路诺苏段二标项目经理部

其他合同中期结算单 INTERIM STATEMENT (202311)

供应商 Supplier：GESTRIM DOO SUBOTICA

项目名称 Project：Water stop at Km143+729　　日期 DATE：24.11.2023

NO.	DESCRIPTION OF WORKS	UNIT	Completed Quantity	Unit price without VAT (EUR)	Price without VAT (EUR)	Remark
1	Km143+729止水服务。清洗清空供水管、采购及安装DN150mm供水管道的George fischer管塞及整套配件及相关工作 Water stop at Km143+729. Cleaning and emptying water supply pipes, purchasing and installing George fischer pipe plugs and complete sets of accessories for DN150mm water supply pipes and related work.	Lump sum	1	1,390.00	1,390.00	
结算金额小计 Subtotal of settlement amount					**1,390.00**	
奖励 Award						
罚款 Amercement						
其他增加或扣减金额 Other increase or deduction						
不含增值税合计（塞尔维亚第纳尔） Total Amount without VAT（Serbian dinars）					**162,922.04**	117.2101
增值税额-塞尔维亚第纳尔 VAT-Serbian Dinar (20%)					32,584.41	20%
含增值税合计-塞尔维亚第纳尔（发票金额） Total Amount Include VAT-Serbian Dinar（Invoice amount）					**195,506.45**	
本期应付金额-塞尔维亚第纳尔 Amount payable for the period-Serbian Dinar					**195,506.45**	

本表一式三份，经办部门一份，财务部一份，供应商一份。

This form is in triplicate, one for the Handling department, one for the Finance Department, and one for the Supplier.

统计 Statistician：　　部门负责人 Head of department：

项目总工Chief Engineer:　　财务 Finance Department：

审核 Reviewer：　　项目经理Project manager：

供应商 Supplier：

付款申请
Payment Request

日期：2023年11月24日

Date:24.11.2023

付款单位：山东省路桥集团有限公司塞尔维亚分公司

Payment Company: Shandong Luqiao Group Co.Ltd Ogranak Beograd-Novi Beograd

支付方式：银行转账

Payment method: Bank account transfer

金额（塞尔维亚第纳尔）：　　RSD 195,506.45

Amount（RSD）：　　RSD 195,506.45

收款事由：Km143+729止水服务费（合同编号：2023-ERGS-XSTL-QT-050）

Payment reason：Service cost for Water stop at Km143+729（Contract NO. 2023-ERGS-XSTL-QT-050）

收款单位 **Receiving unit**：GESTRIM DOO SUBOTICA

银行账号 **Bank accout**：Raiffeisen Bank 265-2410310005345-65

公司编码　MB ：21914843

税号　　PIB ：113695924

- **GESTRIM DOO SUBOTICA**
- Bore Stankovića 34/23, Subotica
- Tel:+381693375006
- e-mail: gestrimdoo@gmail.com
- Raiffeisen Bank 265-2410310005345-65
- Matični broj: 21914843
- PIB: 113695924

NARUČILAC
SHANDONG LUQIAO GROUP CO.LTD
OGRANAK BEOGRAD-Novi Beograd
TRG PRIJATELJSTVA SRBIJE I KINE 4
MB:29508739
PIB:112302292

PONUDA BR.17_23
Datum: 01.11.2023

Blindiranje vodovodne mreže DN_150 u Bačkoj Topoli

1	Mašinsko ručni iskop rova - OBAVEZA NARUČIOCA	kom	1.00	0.00	€0.00
2	Pražnjenje cevovoda nakon isecanja muljnim pumpama uz rad agregata.	h	2.00	35.00	€70.00
3	Nabavka i ugradnja fazonskih komada za blokadu cevovoda : E-Multijonit DN150 - "George fischer" Pljosnati zatvarač DN150 "VAG" Slepa prirubnica DN150 Vijci i dihtunci i pomoćni materijal.	kom	1.00	1,320.00	€1,320.00
4	Razupiranje čvorišta na mestu blokade, pobijanjem u zemlju metalnih profila ili gredica uz pomoć bagera.- OBAVEZA NARUČIOCA	kom	1.00	0.00	€0.00
Ukupno :					**€1,390.00**
PDV:					**€278.00**
Ukupno sa PDV-om (RSD) :					**€1,668.00**

Rok za izvođenje radova ..... 1 dan
Termin za izvođenje radova.....1 dan nakon potvrde Naručioca

GESTRIM DOO SUBOTICA